



**COLLECTIVE BARGAINING
AGREEMENT
BY AND BETWEEN**

THE STATE OF WASHINGTON

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
(UFCW)**

**EFFECTIVE JULY 1, 2005
THROUGH
JUNE 30, 2007**

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WA. STATE-LIQUOR CONTROL BOARD UNIT

UFCW

2005 – 2007 Agreement

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PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and UFCW UNION LOCAL 1001, chartered by the United Food and Commercial Workers, AFL-CIO, referred to as the “Union.”

ARTICLE 1

RECOGNITION CLAUSE

The Employer recognizes the Union as the exclusive bargaining representative for employees working for the Washington State Liquor Control Board covered by this Agreement, as follows:

All full-time and part-time Liquor Store Assistant Managers 1 and 2, Liquor Store Clerks, and Non-Permanent Liquor Store Employees, excluding any statutorily excluded positions.

ARTICLE 2

UNION SECURITY

2.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees and dues required to be a member of the Union.

2.2 Union Membership

A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing, and those who are not members on the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

B. Upon the failure of any employee to comply with any provisions of this Article, the Union may then notify the Employer, in writing, of such failure, and thereupon the employee shall not be continued in employment.

2.3 Payroll Deduction of Union Dues

The Employer will provide for payroll deduction of Union dues upon authorization by the employee. Payroll deduction authorization cards must be received by the Financial Division at Olympia by the tenth (10th) day of the month to be recognized as effective for that month. The Employer assumes no responsibility either to the employee or to the Union for any error in making or failing to make such deductions.

2.4 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the

second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to Section 2.2 above.

2.5 Indemnification

The Employer shall be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

2.6 Compliance

All union security provisions of this Agreement shall be in compliance with RCW 41.80.100.

2.7 Employee Notification

The Employer will inform all employees who become bargaining unit members that the Union is the exclusive bargaining representative for those units.

**ARTICLE 3
HIRING AND APPOINTMENTS**

3.1 Filling Positions

See Appendix E, attached, titled “41.80.20(3).”

3.2 Types of Appointment

A. Permanent

An employee appointed to a permanent position will attain permanent status upon successful completion of a probationary period as defined in Subsection 3.3 A of this Article.

B. Non-Permanent

1. The Employer may fill a position with a non-permanent appointment. The non-permanent appointee must have the skills and abilities required for the position. Non-permanent appointments will not exceed twelve (12) consecutive months, except when filling in for the absence of a permanent employee.
2. The Employer may end a non-permanent appointment at any time by giving one (1) working day’s notice to the employee.
3. An employee with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current appointing authority of the intent to accept a non-permanent appointment. Upon notification of the employee’s intent, the employee’s permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency’s internal layoff list.

3.3 Review Periods

A. Probationary Period

1. Every full-time and part-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of 1044 actual hours of work.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article 14.
3. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than 1044 actual hours of work.
4. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer will credit time worked in the non-permanent appointment toward completion of the 1044 actual hours of work probationary period.

B. Trial Service Period

1. Employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. However, the Employer may extend the trial service period to no more than twelve (12) consecutive months.
2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. With prior written notice by the Employer, all employees failing a trial service period may be offered an opportunity to revert to a position in the same agency, that is:
 - a. Vacant or filled by a non-permanent employee and is within the trial service employee's previously held job classification; or
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position.

4. Any employee failing a trial service period, who has no reversion options, may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.
5. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 14.

ARTICLE 4

HOURS OF WORK/SCHEDULING

4.1 Definitions

A. Full-time Employees

Employees who are scheduled to work an average of forty (40) hours per workweek in their home store. The continuation of full-time status for the position will be contingent upon the operational needs of the store.

B. Part-time Employees

Employees who are scheduled to work an average of less than forty (40) hours per workweek in their home store and who work a fluctuating schedule subject to the operational needs of the store.

C. Full-time Eligibility

A scheduled employee who averages thirty-six (36) or more hours per week for the fiscal year (July 1 to June 30) will be considered a full-time employee only for purposes of: a transfer to a job opening in another Washington State agency, participation in state sponsored training for which full-time status is required, and eligibility to attend college level classes or credit or audit. The continuation of this eligibility for the position will be contingent upon the operational needs of the store.

D. Workweek

A workweek is five (5) working days in a seven (7) day period, Monday through Sunday. The standard workweek, for full-time employees is forty (40) hours, divided into five (5) assigned eight (8) hour days within a seven (7) day period. The standard workweek for part-time employees is five (5) or less scheduled days in a seven (7) day period. Part-time employees may volunteer to work on the sixth (6th) day at regular time if less than or equal to forty (40) hours.

E.

Seniority

Seniority, for scheduling purposes, for part-time employees will be based on actual hours worked as of July 1 and February 1 of each year. The Employer will prepare a report for each store reflecting these seniority hours.

4.2 Staffing Levels

Determination of staffing levels and the ratio between full-time, part-time assistant managers and clerks is the sole prerogative of the Employer. To the extent possible, it is the intent to maintain a ratio that will maximize the use of full-time positions, provide part-time employees a reasonable expectation for as many hours as practical with a goal of providing a minimum of twenty (20) hours per week, avoid overstaffing that could lead to layoff(s) and to maintain the efficiency of the system. It is understood that the Union and the Employer have the same common goal to convert as many part-time assistant managers to full-time as is practical, and to provide for two (2) person closing of liquor stores as is practical.

4.3 Work Schedules

The work schedule will be posted no later than fourteen (14) calendar days preceding the week being scheduled.

A. Home Store Scheduling Priority

The five (5) longest or equally longest available shifts during the workweek will be scheduled in the following priority at the time the schedule is posted:

- Home Store Assistant Manager
- Home Store Full-time Clerk
- Home Store Part-time Permanent Clerk
- Part-time Clerks from availability cards
- Home Store Non-Permanent Clerk
- Any available Clerk

B. Shift Length

When the skills and abilities of the assigned part-time clerks are equitable, the most senior assigned clerk will be scheduled up to a maximum of five (5) available scheduled shifts during the workweek that are the longest, or equally longest, scheduled shifts during that workweek in their home store. However, the Employer may deviate from this process where there is documented performance issues regarding the employee's skills and abilities.

C. Minimum Shift

Full-time and part-time employees will be scheduled not less than a four (4) hour shift. However, in the event less than four (4) hours remain in a work day, any difference between the time worked and the four (4) hour minimum will be added to an employee's existing schedule within seven (7) calendar

days. The four (4) hour minimum shall not apply when callback pay is applicable.

D. Split Shift

Part-time employees may work more than one (1) shift in more than one (1) store provided such work does not interfere with assigned shifts in their home store. Part-time employees will not be required to work more than one (1) shift in one (1) day. However, part-time clerks may accept additional shifts in other stores in the same day that may be less than four (4) hours.

E. Time Between Shifts

There shall be a minimum of ten (10) hours between work shifts within the employee's home store. Work performed prior to the ten (10) hours between the two (2) shifts will be paid at the rate of one and one-half (1-1/2) of an employee's regular rate of pay.

F. Classification/Seniority Priority

Scheduling by higher classification and seniority shall supersede any other provision of this Agreement which effects scheduling, except as provided for in Article 18, Training.

G. Saturdays Off

Assistant managers and full-time clerks as referenced in Subsection 4.1 A will be allowed one (1) Saturday off every month; however, if this would result in the assistant manager not receiving the five (5) longest shifts, an exception to scheduling must be filed prior to scheduling.

H. Late Closing Stores

In late closing stores, assistant managers will be scheduled no more than four (4) nights per week or if possible, only three (3) nights per week.

I. Days Off

Full-time employees shall have two (2) days off. One of the days will be Sunday; the other, a regular day off during the week. When it is practical within the needs of the store to grant Saturday and/or Monday as a day off, these days will be rotated among employees desiring them.

J. Reporting Time

Employees will report for work no more than fifteen (15) minutes prior to the beginning of their scheduled shift and will begin work no more than five (5) minutes before the shift begins. They will not work longer than five (5) minutes after the completion of the scheduled shift without approval of the manager or person in charge. Employees will work all hours scheduled and will be compensated for all hours worked.

K. Rest Periods

There will be a rest period of fifteen (15) minutes during each four (4) hour period of continuous work. Unit members will be allowed a meal period of no less than thirty (30) minutes nor more than one (1) hour, which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. A meal period of more than thirty (30) minutes will be determined by the length of the scheduled shift. Said rest period and lunch period will be taken at a time determined by the manager; however, these will be approximately in the middle of the work period. The rest period and lunch period are intended to be recesses and be preceded and followed by a work period. Such periods may not be used to allow late arrival or early departure and may not be combined.

L. Lunch Period

Employees required by management to be on duty during their lunch period will receive their appropriate rate of pay for such time.

4.4 Posted Schedule Changes

A. Full-time

Seven (7) days' notice is required to change a full-time employee's scheduled day off. In the event that a seven (7) day notice is not given, the employee will be paid at the overtime rate for all hours worked on the previously scheduled day off.

B. Part-time

Schedules for part-time employees may be changed up to the day before the scheduled shift.

C. Schedule Change Priority

When there are changes to the posted schedule, employees, by seniority, will be given the opportunity to work the shift(s) according to the following priority, provided no overtime will be incurred. Employees will be responsible for updating their availability cards.

- Home Store Part-time Assistant Manager
- Home Store Part-time Permanent Clerk
- Part-time Clerk from availability cards
- Any available clerk

The above priority will not apply in the event of an emergency. An emergency will be defined as advance notice of twenty-four (24) hours or less when employees on the posted schedule are unable to report to work. In this circumstance the manager may call any available clerk prior to calling part-time clerks from availability cards.

4.5 Availability Cards

Part-time employees will be allowed to receive additional available hours in another store provided they are not scheduled to work in their home store. Part-time employees desiring more hours must fill out an availability card for the store(s) in which they want to work. Managers will assign the additional hours required by peak load periods or absence of another scheduled employee not to exceed forty (40) hours per week as required by Subsection 4.4 C, above. Part-time employees are not required to stand by for a possible call on their non-scheduled days.

4.6 Exceptions

A. Family Needs/Education

The Employer may grant exceptions to the standard scheduling practice for the purpose of allowing defined term restriction by the employees of their hours, shift, or days of work. Exception to scheduling is limited to family needs such as child care, caring for ill family members, attending important family events, educational purposes such as taking college courses for professional development. Approval or denial of requests for exception to scheduling will be based upon the operational needs of the home store.

B. Light Duty

Seniority scheduling will be waived to the extent of the doctor's limitations for employees working in the store on light duty. The Employer will not be required to schedule other employees for additional hours due to the light duty accommodations. If an employee demonstrates that they cannot perform within the limitations of duty as written, or the employee refuses or requests not to perform such duties, the Employer will not be required to schedule that employee until another doctor's evaluation or re-evaluation has been submitted by the employee.

C. Acceptance of Longer Shifts

With five (5) working days' notice, the acceptance of a longer shift at another store by a scheduled employee may be granted. Approval or denial of requests will be based upon the needs of the home store.

D. With regard to the exceptions outlined in Subsections A and C above, the Employer's obligation is to first attempt to get another home store employee to cover the shift. If unsuccessful and there are no volunteers, the needs of the store will prevail.

ARTICLE 5

SENIORITY

5.1 Definition

A. Seniority for a full-time employee will be defined as the employee's length of unbroken state service. Seniority for part-time employees will be based on actual hours worked. Leave without pay of fifteen (15) consecutive days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military leave or United States Public Health Service,
2. Compensable work-related injury or illness leave,
3. Government service leave, and leave to enter the Peace Corps, not to exceed two (2) years and one (1) month,
4. Educational leave, contingent upon successful completion of the course, and/or
5. Reducing the effects of layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on temporary layoff, in accordance with Section 27.5 of Article 27, Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service because of layoff, and are reemployed within two (2) years of their separation date, will not be considered to have a break in service.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

5.2 Ties

If two (2) or more employees have the same unbroken state service date, ties will be broken in the following order:

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the agency; and
- C. By lot.

5.3 Application

This Article will apply prospectively. Employees will retain their current unbroken state service date, which will become their seniority date.

ARTICLE 6 CLASSIFICATION

6.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will assign newly created positions to the appropriate classification within the classification plan.

6.2 Effect of Reallocation

- A. Reallocation to a Class with a Higher Salary Range Maximum
 - 1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status. Except that if an Assistant Store Manager has performed the higher-level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
 - 2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 27 of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.
- B. Reallocation to a Class with a Lower Salary Range Maximum
 - 1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
 - 2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 27 of this Agreement applies.

6.3 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a Class with a Higher Salary Range Maximum

Upon appointment to the higher class, the employee's base salary will be increased as follows:

1. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
2. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

B. Reallocation to a Class with a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary until the new salary range equals the employee's pay at the time of reallocation.

ARTICLE 7

COMPENSATION/HEALTH CARE BENEFITS AMOUNTS

7.1 Pay Range Assignments--Assistant Managers 1 and 2

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005, will be increased by 1.6%, as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve (12) months. At midnight on June 30, 2007, the July 1, 2005 State Salary Schedule shown in Compensation Appendix A will become effective.

- D. Employees who are paid above the maximum for their range on the effective dates of the increases described in Subsection B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

7.2 “L” Pay Range Assignments--Liquor Store Clerks

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the “L” Range Salary Schedule (“L” Range) effective July 1, 2001, as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the “L” Range Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the “L” Range Salary Schedule will be increased by 3.2 %, as shown in Compensation Appendix C, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the “L” Range Salary Schedule which will become effective on July 1, 2005, will be increased by 1.6%, as shown in Compensation Appendix D, attached. This State Salary Schedule will remain in effect for twelve (12) months. At midnight on June 30, 2007, the July 1, 2005 “L” Range Salary Schedule shown in Compensation Appendix C will become effective.
- D. Employees who are paid above the maximum for their range on the effective dates of the increases described in Subsections B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

7.3 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

7.4 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate Salary Schedules as described in Compensation Appendices A, B, C, or D, attached.
- B. Former employees of the Liquor Control Board being re-hired will be assigned to the equivalent range and step of the appropriate Salary Schedule they occupied when they left. Newly hired Liquor Store Clerk employees whose experience in a private sector retail job is comparable (as defined in the Liquor Store Clerk Essential Function Analysis: Tasks and Responsibilities), will be given service credit and placed in the second salary step of the appropriate salary schedule. Comparable experience must be for a minimum of one (1) year and within the last two (2) years from the date of employment with the Liquor Control Board.
- C. In the event the Employer creates new classifications during the term of this Agreement, the parties may meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

7.5 Periodic Increases

Employees will receive periodic increases as follows:

- A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach the top of the pay range.
- C. Employees in the class of liquor store clerk will receive their periodic increases at the same time intervals as employees in classes with standard ranges in accordance with Subsection A or B above. Except, normal progression for such employees is steps A, D, G, and K.

7.6 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of

the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. Geographic Adjustments

The appointing authority may authorize more than the step increases specified in Subsections A and B above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

7.7 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

7.8 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

7.9 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

7.10 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

7.11 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion, in Section 7.6, above.

7.12 Part-Time Employment

Part-time employees will be paid the appropriate hourly rate for all hours worked.

7.13 Callback

A. A minimum of three (3) hours of pay, in addition to all other compensation due, will be provided when an employee has finished his or her work shift and

has left the worksite or is in paid leave status and is required by management to return to work outside of regularly scheduled hours.

- B. The Appointing Authority or designee may cancel a callback notification to work extra hours at anytime, but cancellation will not waive the minimum of three (3) hours of pay as defined in Subsection A, above.

7.14 Shift Premium

- A. A basic shift premium of \$0.50 per hour will be paid to employees for all hours worked during the shift when four (4) or more of the hours extend beyond 6:00 p.m. or are before 6:00 a. m. If less than four (4) hours are prior to 6:00 a.m. or after 6:00 p.m., only those hours will be paid at the shift premium rate with the balance at the basic rate.
- B. The scheduling of a lunch period after 6:00 p.m. will not preclude an employee from receiving the shift premium rate for the hours scheduled after 6:00 p.m. The lunch period time will be deducted from the basic hours worked before 6:00 p.m.
- C. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated at the rate of one and one-half (1 ½) times the regular rate and the shift premium combined.
- D. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

7.15 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
 - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 - 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the

moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff, or disability separation will not require the employee to repay the relocation compensation.

7.16 Split Shift Premium

A basic split shift premium of \$0.50 per hour will be paid to employees who are scheduled to work an additional shift provided that there is more than one (1) hour between shifts. The premium rate will apply to all hours worked during a split shift.

7.17 Salary Overpayment Recovery

A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee which will include the following items:

1. The amount of the overpayment
2. The basis for the claim
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 14.

7.18 Assignment Pay Provision

In addition to pay for all hours worked, 0.2 hours pay for each day a Liquor Store Clerk is in charge of the store for the last two (2) hours of operation or for opening the store alone.

7.19 Dependant Care Salary Reduction Plan

The Employer agrees to maintain the current dependant care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependant care reimbursement program for work-related dependant care expenses on a pre-tax basis as permitted by Federal tax law or regulation.

7.20 Pre-tax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of the health care premiums on a pre-tax basis as permitted by Federal tax law or regulation.

7.21 Medical/Dental Expense Account

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health and dental insurance on a pre-tax basis as permitted by Federal tax law or regulation.

7.22 Health Care Benefits Amounts

The Employer will contribute the following amounts for health care benefits for each bargaining unit member each month:

- A. \$663 from July 1, 2005 through June 30, 2006
- B. \$744 from July 1, 2006 through June 30, 2007

**ARTICLE 8
OVERTIME**

8.1 Definitions

A. Overtime:

Overtime is defined as time that an employee works in excess of eight (8) hours in a workday or forty (40) hours per workweek.

B. Overtime Rate:

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work:

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.
2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to and after normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.
3. Vacation leave.

4. Holidays.
5. Any other paid time not listed below.

D. Work does not include:

1. Sick leave or other paid leave used for sick leave purposes.
2. Shared leave.
3. Leave without pay.
4. Additional compensation for time worked on a holiday.
5. Time compensated as callback or any other penalty pay.

8.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

Employees who have prior approval and work more than eight (8) hours in a workday or forty (40) hours in a workweek will be compensated at the overtime rate.

8.3 Overtime Computation

Computation of overtime will be rounded upward to the nearest one-tenth (1/10th) of an hour.

8.4 General Provisions

The Employer will determine whether work will be performed on regular work time or overtime. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the manager may require employees to work overtime by inverse seniority order.

ARTICLE 9 HOLIDAYS

9.1 Paid Holidays

The following days are legal holidays as designated by statute:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day after Thanksgiving	Fourth Friday in November

December 25

Personal Holiday

Additional holidays may be designated by the Legislature.

9.2 Personal Holidays

An employee may choose one (1) workday as a personal holiday during the calendar year if the employee has been or is scheduled to be continuously employed by the state for more than four (4) months.

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years shall receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday if:
 1. The employee has given at least fourteen (14) calendar days' written notice to the manager. However, the manager has the discretion to allow a shorter notice period.
 2. The number of employees choosing a specific day off allows an agency to continue its work efficiently and not incur overtime.
- C. A part-time employee will be paid in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- D. A full-time employee will be paid eight (8) hours pay for the personal holiday.

9.3 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. A full-time employee will be paid eight (8) hours pay for the holiday.
- B. Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (not including the holiday) will be paid for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- C. Stores will normally be closed on Sundays, Thanksgiving, Christmas and New Year's Day.
- D. On the other legal holidays, stores may be open and employees assigned to perform work. Employees will be paid for the hours actually worked on a holiday at the overtime rate in accordance with Article 8, Overtime. Work performed on a holiday will be voluntary for all permanent employees; provided however, that if an insufficient number of employees volunteer, the

Employer may schedule work on a holiday by inverse seniority. Employees who work on a holiday will be scheduled to work no less than eight (8) hours, provided the store is open eight (8) hours.

1. The holidays cited above are paid non-working days for eligible employees.
 2. When a holiday falls on an employee's scheduled workday, that day will be considered the holiday.
 3. When a holiday falls on an employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.
 4. When a paid holiday falls on a Sunday, the following Monday will be considered the holiday.
- E. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he or she has been in pay status for ten (10) working days during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment.

ARTICLE 10

VACATION LEAVE

10.1 Vacation Leave Credit

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation accrued monthly, according to the rate schedule and vacation leave accrual below.

10.2 Vacation Leave Accrual

- A. Full-time employees will accrue vacation leave according to the rate schedule below, under the following conditions:
1. The employee must be employed for fifteen (15) calendar days or more during the month.
 2. Any leave without pay taken during the month will not be counted towards the fifteen (15) calendar days or more during the month.

3. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- B. Vacation leave accrual for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

10.3 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year and after of total employment	One hundred seventy-six (176)

10.4 Vacation Scheduling for All Employees

- A. Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave to cover such absence.
- B. Employees who desire to take their vacation at a specific period and time will submit their request to their manager, in writing, prior to April 1st for the year such vacation will fall. Employees with the greater seniority will be given preference of vacation requests within the respective selections involved. By April 11th the store manager will post a list of all approved vacations. Employees requesting leave by April 1st will be granted leave providing such leave does not interfere with store operations.

Vacation requests made after April 1st will be granted on a first come, first served basis, based upon the date and time of request. When two (2) or more employees in a store make a simultaneous request for one (1) opening, the

senior employee's request will be honored. Requests must be made in writing on a form to be supplied by the manager, showing the date and time of receipt by the manager. The manager will issue a written response within one (1) week.

C. Vacation leave may be taken in half-hour increments.

10.5 Family Care

Employees may use vacation leave for care of family members as in Article 11 Sick Leave, Subsection 11.2 B.

10.6 Vacation Cancellation

Should it be necessary to cancel a previously scheduled vacation, the employee will be given priority for rescheduling.

10.7 Transfers Affecting Vacations

Employees being involuntarily transferred at the Employer's direction from one store to another should not have their scheduled vacations changed if they have already been posted and adhere to the conditions cited in Subsection 10.4 B of this Article.

Employees requesting transfers or accepting promotions from one store to another will not have their scheduled and approved vacations changed unless there is a conflict with the vacation schedule in a new store. In the event of a conflict the new store vacation schedule will prevail. In succeeding years, Subsection 10.4 B will apply.

10.8 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency may file an exception to the maximum with the Department of Personnel. If the agency files an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

10.9 Separation

Any employee, who either resigns with adequate notice, retires, is laid-off or is terminated by the Employer, will be entitled to be paid for accrued vacation leave.

ARTICLE 11 SICK LEAVE

11.1 Sick Leave Accrual

A. Full-time employees will accrue eight (8) hours of sick leave under the following conditions:

1. The employee must be employed for fifteen (15) calendar days or more during the month.
2. Any leave without pay taken during the month will not be counted towards the fifteen (15) calendar days eligibility requirement.
3. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count towards the minimum requirement.

B. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

11.2 Sick Leave Use

Sick leave may be charged in half-hour increments and may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Family Care Act, Chapter 296-130 WAC.
- C. Qualifying absences for Family and Medical Leave.
- D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- E. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, step-child, parent, or grandparent.

F. Preventative health care of relatives or household members, up to one (1) day for each occurrence. Relatives as defined in Subsection E, above.

G. Illness of a child.

H. A death of any relative that requires the employee's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.

11.3 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is agreement to do otherwise. If the employee is in a position requiring relief replacement, the employee will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work. The Employer may require a written medical certificate for any sick leave absence when the employee has demonstrated that the use of such leave suggests abuse of sick leave. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

11.4 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

11.5 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit

with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

11.6 Reemployment

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

**ARTICLE 12
MISCELLANEOUS PAID LEAVE**

12.1 Subject to the Employer's approval, employees may be allowed paid leave, during scheduled work time, for:

- A. Examinations or interviews for state employment,
- B. To receive assessment from the Employee Advisory Service, or
- C. To serve as a member of a jury.

Employees will receive their basic salary and be allowed to retain any compensation paid to them for their jury duty service.

12.2 Employees will not be eligible for per diem or travel expenses under this Article.

**ARTICLE 13
LEAVE WITHOUT PAY**

13.1 Leave without pay shall be granted for the following reasons:

- A. Family and medical leave
- B. Compensable work-related injury or illness leave
- C. Military leave

13.2 Leave without pay may be granted for the following reasons:

- A. Child and elder care emergencies
- B. Governmental service leave
- C. Educational Leave
- D. Conditions applicable for leave with pay
- E. As otherwise provided for in this Agreement

13.3 Limitations

Leave without pay shall be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for FMLA, compensable work-related injury or illness, governmental service or military leaves.

13.4 Returning Employee Rights

Employees returning from authorized leave without pay shall be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

13.5 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave during a period in which they receive time-loss compensation will receive full vacation leave pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay. Leave for a work-related injury, covered by workers' compensation or assault benefits, will run concurrently with the FMLA.

13.6 Military Leave

In addition to the fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

13.7 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Paid leave may also be used for child and elder care emergencies, subject to the limitations above.

13.8 Governmental Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by a permanent employee or a group of permanent employees that there has been an act that violates this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all managers and employees are encouraged to engage in free and open discussions about disputes.

C. Computation

Days are calendar days, and will be counted by excluding the first day and including the last day of time limits. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and time limits will apply to the date of receipt, not the date of postmarking.

D. Time Limits

Failure by the Union to comply with the time limits will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the time limits will entitle the Union to move the grievance to the next step of the procedure. However, time limits designated in this Article may be modified upon mutual written consent of the parties.

E. Contents

The written grievance must include the following information:

1. The nature of the grievance;
2. The facts upon which it is based;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested; and
5. The name of the grievant(s) and the Union representative.

F. Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, the same grievance cannot be resubmitted.

J. Pay

Grievants will not lose pay for attending grievance meetings held during their scheduled work time. Grievants will not be paid for meetings held during their off-duty time; nor shall the grievant accumulate any additional hours of pay over his or her normal schedule for participating in a grievance meeting. Additionally, the Employer will not pay grievants for travel time, per diem or preparation related to grievances.

K. Group Grievances

No more than three (3) grievants will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer and/or the Union may consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

14.2 Filing and Processing

A. Filing

1. A grievance must be filed within fourteen (14) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence
2. A grievance alleging loss of pay for hours worked is subject to the provision of Section 14.3 of this Article. The remedy of such grievance shall not exceed the statutory limitations.

B. Process

Step 1. Oral Submission

If the issue is not resolved informally at the store level, the Union will contact the District Manager and attempt to affect a settlement of the grievance. The oral presentation will be made within the fourteen (14) day period described in Subsection 14.2 A, above. The District Manager and/or designee will meet with the employee and the Union representative within fourteen (14) days of being contacted. The District Manager will provide an answer to the Union representative within fourteen (14) days following the meeting.

Step 2. Written Submission to Operations Manager

If the grievance is not resolved at Step 1, the Union may submit the grievance in writing, which will contain the information described in Subsection 14.1 E, to the Operations Manager with a copy to the Human Resources Office within fourteen (14) days of the Step 1 decision. The Operations Manager or designee will meet or confer by telephone with the Union representative within fourteen (14) days after the receipt of Step 1 decision, and will respond in writing to the Union within fourteen (14) days after the meeting or conference.

Step 3. Written Submission to Administrative Director

If the grievance is not resolved at Step 2, the Union may move it to the next step by filing the written grievance with the Administrative Director, with a copy to the Human Resources Office, within fourteen (14) days of the Union's receipt of the Step 2 decision. The Administrative Director or designee will respond in writing to the Union within thirty (30) days after the receipt of the Step 2 decision.

Step 4. Arbitration

If the grievance is not resolved at Step 3, the Union may file a demand for arbitration (with a copy of the grievance and all responses attached). It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the agency's Human Resource Office within fifteen (15) days of receipt of the Step 3 decision. Within fifteen (15) days of the receipt of the arbitration demand, the OFM/LRO will discuss with the Union the need to schedule a pre-arbitration review meeting. If agreed, the OFM/LRO Director or designee, the agency Human Resources Director, and the Union's representative will meet to review and attempt to settle the dispute.

If the parties are unable to reach an agreement to conduct a pre-arbitration meeting or if the matter is not resolved at a pre-arbitration meeting, the OFM/LRO and the Union will, within fifteen (15) days, meet and attempt to agree upon an arbitrator. If the parties are unable to reach an agreement on an arbitrator the Union may, within fifteen (15) days, file a demand to arbitrate the matter with the American Arbitration Association (AAA).

C. Selecting an AAA Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise, in writing.

D. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;

- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
 - d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.
- 2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
 - 3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

- 1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
- 2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
- 3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, and a fee for a copy of the transcript, if required.
- 4. Each party is responsible for the costs of its representatives and witnesses. Grievants and their witnesses will not be paid by the Employer for preparation for, travel to or from, or participation in arbitration hearings, but may use leave for such activities.

14.3 Election of Remedies

Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the same claim through arbitration under this Article.

**ARTICLE 15
DISCIPLINE**

15.1 The Employer will not discipline any permanent employee without just cause.

15.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such. Any written reprimand, including an oral reprimand, if documented, will be given to the employee.

15.3 Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee of the reasons for the contemplated discipline and an explanation of the evidence. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.

15.4 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 14. Oral and written reprimands, however, may not be processed through the grievance procedure.

**ARTICLE 16
LABOR/MANAGEMENT COMMUNICATION COMMITTEE**

16.1 Purpose

A Labor/Management Communication Committee will be established at the statewide agency level. The purpose of the committee is to provide continuing communication between the parties and to promote constructive labor-management relations.

16.2 Committee

The committee will meet, discuss and exchange information of a group nature and general interest to both parties:

A. Composition

The committee shall consist of up to four (4) employer representatives plus one (1) Human Resources representative and up to four (4) employee representatives plus one (1) Union representative. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Employer agrees to pay employees while participating as representatives of the Union in committee meetings, provided that no overtime, per diem, travel or other payments will be paid to these employees as a result of participation in these meetings.
2. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

All committee meetings shall be scheduled on mutually acceptable dates and times.

D. Scope of Authority

Committee meetings will be used for discussions only, and the committee shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article or any committee's activities shall be subject to the grievance procedure in Article 14.

ARTICLE 17 SAFETY AND HEALTH

17.1 The Employer and the Union will work cooperatively on safety related matters and encourage employees to work in a safe manner.

17.2 CPR/Safety Training

The Employer and the Union recognize the importance of CPR and safety training. It is their desire that CPR training be provided to enough employees to have someone working with such training, subject to available resources and agency guidelines.

17.3 Personal Safety

The Employer will continue its efforts to minimize the exposure of employees to harm in stores where armed robbery and violence present a continuing problem. No bargaining unit employee will be required to make a bank deposit alone after dark or after 6:00 p.m., whichever is later. Employees will not be required to apprehend shoplifters or others suspected of criminal activities. The Employer will respond in a timely manner to employee concerns about safety and safety related issues, i.e., improper lighting in parking areas.

17.4 Store Keys

There will be a store employee with access to the store keys and safe on duty at all times during store operations.

ARTICLE 18

TRAINING

- 18.1** The Employer and the Union recognize the value and benefit of training programs designed to enhance employees' abilities to perform their job duties. The Employer will establish and offer formalized training programs, such as use of computers, product knowledge, ID/Over-service, safety and agency policies.
- 18.2** Employees will be compensated for all time spent in required training program participation, including necessary travel time. Training will be considered as time worked.
- 18.3** A new employee may be scheduled up to twenty-four (24) hours for training purposes during the first two (2) months of employment without adhering to seniority scheduling.
- 18.4** Probationary and trial service employees will be scheduled a minimum of fifteen (15) minutes per week for the first six (6) months for the purpose of studying the agency's policies and procedures in the store. All other employees will be provided access and reasonable time to review agency procedural updates.
- 18.5** Training programs and opportunities will be provided to employees in accordance with agency policies and available resources.

ARTICLE 19

PERSONNEL FILES

19.1 Personnel File

The Employer will maintain an official personnel file for each employee. This will not preclude the maintenance of other files and records as needed or required by the Employer. The location of personnel files will be determined by the Agency.

19.2 File Review and Copies

On request, an employee may examine his or her own personnel file. The request must be in writing and submitted to the agency Human Resources Director, or designee, with at least twenty-four (24) hours' advance notice. Written authorization is also required before any representative of the employee will be granted access to the personnel file. In addition, an employee may, upon request, review the file maintained in the store by the store manager.

The employee or their representative may not remove any contents of the personnel file; however, the employee may have one (1) copy of any information contained within the personnel file. The Employer may charge a reasonable fee

for copying any material beyond the first copy requested by the employee or his or her representative.

19.3 Employee Response

The employee may provide a written rebuttal to any information in the personnel file that he or she considers objectionable. In addition, the employee may request the Human Resources Director to review the relevance of objectionable information and request the removal of such information. If the Human Resources Director considers the objectionable information no longer relevant it will be removed.

**ARTICLE 20
MANAGEMENT RIGHTS**

20.1 The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and this agency during emergencies.

20.2 In addition to the above, the Employer retains all customary rights, authorities, and prerogatives of management, except as expressly limited by the terms of this Agreement. These rights of management shall include, but not be limited to, the right to:

- A. Determine the Employer's mission and strategic plans;
- B. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- C. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- D. Establish or modify the workweek, daily work shift, hours of work and days off;

- E. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
 - F. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
 - G. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
 - H. Determine, prioritize and assign work to be performed;
 - I. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
 - J. Determine training needs, methods of training and employees to be trained;
 - K. Determine the reasons for and methods by which employees will be laid off; and
 - L. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions for just cause.
- 20.3** The Employer's non-exercise of any right, prerogative or function shall not be deemed a waiver of such right or establishment of a practice.
- 20.4** The parties understand and agreed that there exists within the agency personnel rules, policies and written guidelines which will continue in effect for the period of this Agreement, unless or until changed by the Employer, or as required by appropriate laws, orders, or regulations.

ARTICLE 21

UNION ACTIVITIES

21.1 Union Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of Union representatives (defined as paid Union staff) and the geographic jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Union representatives will be allowed reasonable contact with members for the purpose of representational activities in non-work areas. The Union representative will notify the employee in charge before conducting Union

business on the Employer's premises, provided it does not interfere with normal store operations.

21.2 Shop Stewards

- A. Any permanent employee of the bargaining unit who has been employed for a period of at least six (6) months may serve as a Union shop steward. The total number of shop stewards within the bargaining unit will not exceed forty (40).
- B. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current shop stewards. The Union will maintain the list. The Employer will not recognize an employee as a shop steward if his or her name does not appear on the list.
- C. Shop stewards will be released during their scheduled working hours to carry out Union directed representational activities, subject to the operational needs of the applicable store. The shop steward will obtain approval from his or her manager before participating in the activity. Activities conducted during the shop steward's non-work hours will not be considered as time worked.

When it is necessary for shop stewards to conduct authorized Union business in a store other than their own, they will notify the employee in charge of that store or shift of their presence and nature of their presence and the nature of their business.

- D. The parties recognize that the shop steward is employed to perform all scheduled work for the Employer. Any disputes as to whether any shop steward or Union staff representative is spending an unreasonable amount of time in any store conducting Union business will be resolved by the Human Resources Director or designee and the Union Executive Officer or designee.

21.3 Bulletin Boards

- A. The Employer will permit the Union to use reasonable space approved for the purpose of posting Union business matters. The following types of Union letters or announcements may be posted:

- 1. Notice of social affairs of the Union,
- 2. Union Meetings,
- 3. Union elections and appointments,
- 4. Results of Union elections, and
- 5. Contract (Collective Bargaining Agreement).

Additional materials may be posted subject to the approval of the Human Resource Director or designee.

- B. All materials listed in Subsection A above, will be officially identified as UFCW Local 1001 material.

ARTICLE 22

NON-OPERATIONAL WORKSITES

- 22.1** If the Employer decides that a state office or work location is non-operational for reasons including inclement weather, natural disasters, and safety threats, the Employer may take the following actions:
- A. Employees may be released with no loss of pay during any disruption of services.
 - B. Employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during any disruption of services. Reimbursement for mileage will be in accordance with the Office of Financial Management travel regulations.
- 22.2** Absence due to an employee's inability to report for scheduled work because of severe inclement weather or conditions caused by severe inclement weather will be charged in the following order:
- A. Any accrued vacation leave;
 - B. Accrued sick leave up to a maximum of three (3) days in any calendar year;
 - C. Leave without pay.

Although the types of paid time off will be used in the order listed above, each type of paid time off will be exhausted before the next is used. Employees will be permitted to use leave without pay rather than paid time off at their request.

- 22.3** Tardiness due to an employee's inability to report for scheduled work because of severe inclement weather or conditions caused by severe inclement weather will be allowed up to one (1) hour at the beginning of the workday. Inclement weather tardiness in excess of one (1) hour will be charged as provided for in Section 22.2, above.

ARTICLE 23

DRUG AND ALCOHOL FREE WORKPLACE

- 23.1** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.
- 23.2 Possession of Alcohol and Illegal Drugs**
- A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when the premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law.

- B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

23.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication. Any information employees provide regarding prescription or over-the-counter medications they are taking will be held in the strictest of confidence.

23.4 Reasonable Suspicion Testing

- A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the reasonable suspicion.

1. The controlled substances to be tested for are those covered under current federal regulations: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP). The test will be done through a urine sample.
2. The threshold levels for testing are those outlined in Section 40.87 of the Federal Motor Carrier Safety Administration regulations.
3. The threshold for a positive alcohol test is that established by the Washington State Patrol and may only be administered by a Washington State Patrol Trooper by a breathalyzer.

- B. Post Accident Testing

A post-accident test may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property damage, or the potential for death, serious injury, or significant property damage, and when the employee's action(s) or inaction(s) either contributed to the incident.

- C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager who has attended training on detecting the signs/symptoms of being affected by controlled substances/alcohol. The manager must confer with the Appointing Authority or designee, who must then approve the referral for testing.

D. Testing

When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the federally approved collection site. The cost of reasonable suspicion testing, including the employee's salary, will be paid by the Employer.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, that have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

An employee who has a positive alcohol test and/or a positive controlled substance test will be referred to the Employee Advisory Service (EAS) for evaluation of possible treatment options. However, the employee may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules. If there are no other just cause related issues, the employee will be permitted to return to work. If there are other just cause related issues, the Employer will make a decision on a case-by-case basis.

23.5 Training

Training will be made available to Managers and Assistant Managers. Training will include:

- A. The elements of the Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and
- D. Rehabilitation services available.

**ARTICLE 24
OFF-DUTY CONDUCT**

The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52 and RCW 66, or are detrimental to the employee's work performance or the program of the agency, or otherwise constitutes just cause. Employees will report any

convictions and any court-imposed sanctions or conditions that would prevent or negatively affect their ability to perform assigned duties to their appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

ARTICLE 25

NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, gender, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability or new designation which may be recognized by State or Federal law. Bona fide occupational qualifications based on the above, do not violate this Section.

ARTICLE 26

EMPLOYEE REQUESTED TRANSFERS

Permanent employees may request a transfer from one store to another by forwarding a transfer request to the Human Resource Division in Olympia. Managers will receive the names of employees who have requested transfers to their store when they have an opening. Such transfer requests will be carefully reviewed by the manager of the store before using another appropriate register. Seniority, skills and ability of the employees requesting transfer will be carefully reviewed and considered. Employer decisions on merit and ability must be made based on job criteria. If two (2) employees have the same qualification, skills and ability, the senior employee has priority. The Union may, upon request to the Human Resource Director, review the transfer register. Once a requested transfer is made, the employee may not request further transfers for a period of three (3) months. The transfer request will be honored for twelve (12) months. Employees seeking transfers must renew the request twelve (12) months from the date of receipt in the Human Resource Division, in Olympia.

The interview procedure for transfers to available positions is as follows: Complete a three-part NCR form. One copy remains with the requester (employee) and two (2) copies given to Human Resources, in Olympia, to signify receipt of the request. Human Resources will return a copy to the requester when the card is received in the Olympia Human Resources office to signify receipt of the request.

ARTICLE 27

LAYOFF AND RECALL

27.1 The Employer will determine the basis for, extent, effective date and the length of layoffs.

27.2 Basis For Layoff

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

27.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the appointing authority will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

27.4 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

27.5 Temporary Layoff

A. The Employer may temporarily layoff an employee for up to sixty (60) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. Further, when the circumstance which required the temporary layoff is resolved or the sixty (60) calendar day period is reached, whichever is shorter, the employee will be returned to their previous or equivalent position.

B. An employee who is temporarily laid off will not be entitled to:

1. Be paid any sick leave balance,
2. Bump to any other position, or
3. Be placed on the internal layoff list.

27.6 Layoff Units

A. A layoff unit is defined as the geographical entity or administrative/organizational unit in the agency used for determining available options for employees who are being laid off.

B. The layoff units for the employees covered by this Agreement are:

1. Stores within a forty (40) mile radius of the home store, then
2. Statewide.

27.7 Informal Options

Employees being laid off may be offered funded vacant positions within their layoff unit, provided they meet the skills and abilities required of the position and it is at the same or lower salary range as the position in which they currently hold permanent status. Management will determine if the employee possesses the required skills and abilities for the position.

27.8 Formal Options

Employees will be laid off in accordance with seniority, as defined in Article 5, Seniority, and the skills and abilities of the employee. However, the Employer may deviate from this process where there is documented performance issues regarding the employee's skills and abilities. Employees being laid off will be provided the following options to comparable positions in descending order within the layoff unit:

- A. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
- B. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
- C. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
- D. Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

27.9 Notification to Employees With Permanent Status

- A. Except for temporary layoffs, as provided in Section 27.5 above, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any formal options available to the employee. The Union will be provided with a copy of the notice.
- B. Except for temporary layoffs, as provided in Section 27.5 above, if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.
- C. Employees will be provided five (5) calendar days to accept or decline, in writing, any formal option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.
- D. The day that notification is given constitutes the first day of notice.

27.10 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

- A. Transfer or Bump
An employee who accepts a transfer or bumps to another position within their current job classification will retain his or her current salary.
- B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position
An employee who bumps to another position with a lower salary range will be paid an amount equal to his or her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.
- C. Appointment from an Internal Layoff List
 - 1. Employees who are appointed from an internal layoff list to a position with the same salary range from which they were laid off will be paid the amount in which they were compensated when laid off plus any cost of living adjustments that occurred during the time they were laid off.
 - 2. Employees who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the

maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

27.11 Transition Review Period

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has:
 - 1. Not held permanent status,
 - 2. Been appointed from the General Government Transition Pool Program, or
 - 3. Been appointed from an internal layoff list.
- B. The Employer will have the authority to shorten an employee's review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the internal layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 14.

27.12 Recall

- A. The Employer will maintain an internal layoff list for each job classification. Employees who are laid off may have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for other job classifications in which they have held permanent status. An employee will remain on internal layoff lists for two (2) years from the effective date of his or her layoff.
- B. When a vacancy occurs within the agency and when there are names on an internal layoff list, the Employer will comply with (see Appendix E, attached, titled 41.80.20 (3) Subsection 7 B. An employee who is offered a position and refuses the offer will have his or her name removed from the list.

ARTICLE 28 GENERAL CONDITIONS

28.1 Uniforms

The Employer will supply and launder store jackets. Canvas-type aprons will be provided for those employees requesting special apparel for load or stocking

duties up to a maximum of two (2) aprons per store. Employees will receive reimbursement in the amount of \$1.00 each time they launder their uniform jackets. Payment will be from the store petty cash fund.

28.2 Stock Transfers

Operational requirements involving transfers of stock will be duty time and compensated at the appropriate rate of pay. Authorized use of a private automobile for such transfer will be compensated for at the maximum allowable rate established by the Office of Financial Management. Employees incur no liability for such transfers, except in the case of violation of operational security. Staff using their private cars to transfer stock between stores must provide proof of insurance for their personal vehicle.

28.3 Personnel Policies

The Employer agrees that current copies of the Employer's written personnel policies, work rules, and operational procedures will be available in each store for review by employees.

28.4 Agreement Distribution

The Employer will distribute one (1) copy of this Agreement to each employee in the unit and to each newly hired employee of this unit.

28.5 Union Store Card

The Employer agrees to post a "Union Store Card", supplied by the Union, which is no larger than five (5) inches by seven (7) inches, in a prominent place in the lobby of the liquor store.

28.6 Sunday Work

No employee is required to work on a Sunday, except for an operational necessity such as fire, burglary, natural disaster, store relocation or new store openings.

ARTICLE 29 STATUS REPORTS

29.1 Master Report

Within 30 days of the effective date of this Agreement, the Employer will provide the Union a report in an electronic format of the following data for employees in the bargaining unit:

1. Name
2. Employee Identification Number
3. Mailing Address
4. Work Location
5. Work Telephone Number
6. Salary Range

7. Salary Step
8. Appointment Status
9. Seniority Date
10. Hire Date

This report will be provided, thereafter, on a biennial basis.

29.2 Quarterly Report

Each quarter, the Employer will provide the Union a report in an electronic format of the following data for employees who were hired, terminated or transferred into or out of the bargaining unit during the last quarter:

1. Name
2. Employee Identification Number
3. Mailing Address
4. Salary Range
5. Salary Step
6. Hire Date
7. Transfer Date
8. Termination Date

29.3 Monthly Dues Report

Each month, the Employer will provide the Union a report in an electronic format of the following data:

1. Name
2. Employee Identification Number
3. Dues Amount Paid

ARTICLE 30 STRIKES AND LOCKOUT PROHIBITION

30.1 Strikes

The Union agrees there will be no strike or work stoppage or other refusals to perform work by employees covered by this Agreement arising from any issue or dispute concerning matters over which the Employer may lawfully exercise discretion. If any employee violates this provision, the Union agrees to:

- A. Request the employee to return to work immediately.
- B. Notify the employee that participation in such an action is a violation of this Agreement and may subject him or her to disciplinary action by the Employer.

30.2 Lockout

The Employer agrees not to lock out any employee during the life of this Agreement.

ARTICLE 31

ENTIRE AGREEMENT

- 31.1** This Agreement constitutes the entire agreement and any past practice or past agreement between the parties—whether written or oral—is null and void, unless specifically preserved in this Agreement.
- 31.2** With regard to WACs 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 31.3** This Agreement supersedes specific provisions of agency policies, procedures and written guidelines with which it conflicts.
- 31.4** During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively during the term of this Agreement. However, nothing herein will be construed as a waiver of the Union's collective rights with respect to changes in matters which are mandatory subjects, negotiable under the law.

ARTICLE 32

SAVINGS CLAUSE

- 32.1** If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.
- 32.2** The Employer and the Union acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resource Management System cannot support the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject.

ARTICLE 33

DURATION

- 33.1** All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007. However, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and

conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

- 33.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006, and no later than January 31, 2006. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

LETTER OF UNDERSTANDING NO. 1

Subject: Joint Transition Review Committee

The Union and the Employer agree to establish a Joint Transition Review Committee. The joint committee will consist of four (4) representatives appointed by the Union and four (4) representatives appointed by the Employer. The Employer will be responsible for chairing the committee meetings.

The committee activities will include:

1. Develop a plan to transition current intermittent employees to permanent status.
2. Develop and recommend any training necessary in support of the transition Plan.
3. Prepare a feasibility study on the Float Pool approach to scheduling.
4. Recommend a pilot Float Pool program based on the outcome of the feasibility study.
5. Status reports will be given to the Union and the Employer.

The committee will convene no later than November 30, 2004, and will complete committee activities no later than April 15, 2005.

Compensation Appendix A
Service Salary Schedule for Employees
Effective July 1, 2005 through June 30, 2006

+ 3.20%

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
33	25428	26004	26604	27216	27852	28524	29148	29880	30564	31284	32028
	2119	2167	2217	2268	2321	2377	2429	2490	2547	2607	2669
	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34
35	26604	27216	27852	28524	29148	29880	30564	31284	32028	32760	33588
	2217	2268	2321	2377	2429	2490	2547	2607	2669	2730	2799
	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09

Annual
Monthly
Hourly

Annual
Monthly
Hourly

Compensation Appendix B
Service Salary Schedule for Employees
Effective July 1, 2006 through June 30, 2007

+ 1.60%												
RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
33	25836	26424	27024	27648	28296	28980	29616	30360	31056	31788	32544	Annual
	2153	2202	2252	2304	2358	2415	2468	2530	2588	2649	2712	Monthly
	12.37	12.66	12.94	13.24	13.55	13.88	14.18	14.54	14.87	15.22	15.59	Hourly
35	27024	27648	28296	28980	29616	30360	31056	31788	32544	33288	34128	Annual
	2252	2304	2358	2415	2468	2530	2588	2649	2712	2774	2844	Monthly
	12.94	13.24	13.55	13.88	14.18	14.54	14.87	15.22	15.59	15.94	16.34	Hourly

COMPENSATION APPENDIX C

“L” RANGE SALARY SCHEDULE FOR REPRESENTED EMPLOYEES Effective July 1, 2005 through June 30, 2006

L												
RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
29L	22152	22620	23196	24252	24828	25428	26604	27216	27852	28524	29148	<i>Annual</i>
	1846	1885	1933	2021	2069	2119	2217	2268	2321	2377	2429	<i>Monthly</i>
	10.61	10.83	11.11	11.61	11.89	12.18	12.74	13.03	13.34	13.66	13.96	<i>Hourly</i>

COMPENSATION APPENDIX D

“L” RANGE SALARY SCHEDULE FOR REPRESENTED EMPLOYEES Effective July 1, 2006 through June 30, 2007

L RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
29L	22512	22980	23568	24636	25224	25836	27024	27648	28296	28980	29616	<i>Annual</i>
	1876	1915	1964	2053	2102	2153	2252	2304	2358	2415	2468	<i>Monthly</i>
	10.78	11.01	11.29	11.80	12.08	12.37	12.94	13.24	13.55	13.88	14.18	<i>Hourly</i>

APPENDIX E

41.80.20(3)

1. The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.
2. An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 27 of this Agreement and are confined to each individual agency.
3. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.
4. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
5. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
6. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.
7. When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
 - A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
 - B. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
 - C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.

- D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to (3) affirmative action candidates to the names certified for the position.
- E. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.